

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-078
ANNUAL REQUIREMENTS FOR
TURF MAINTENANCE AT
LINCOLN WASTEWATER FACILITIES

DATE: May 19, 2006

CONTRACT PERIOD: 2006 Mowing Season
(04/17/2006-11/03/06)

CONTRACTOR: Lee's Lawn Maintenance
11805 N. 14th
Raymond, NE 68428

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7416

Company Representative: Darrel Hauser
Telephone No.: 402-430-7935
FAX No.:
E-Mail Address: darril4020@yahoo.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER ATTACHED SERVICE AGREEMENT
Dated March 15, 2006

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO # 076352
Dated: 05/16/06

Service Agreement

Turf Maintenance for the Northeast Wastewater Treatment Facility

This agreement, made this 10th day of April, 2006, by and between Lee's Lawn Maintenance, 11805 N. 14th, Raymond, NE 68428, , hereinafter referred to as Contractor, and the **City of Lincoln, Nebraska**, a body corporate and public, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over both treatment facilities grounds, building structures, streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing and applying fertilizer/chemicals to turf areas in a timely manner or when it is not an efficient use of City staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

WHEREAS, it is the purpose of this agreement to provide for the Contractor to perform such maintenance services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf maintenance at the **Northeast Wastewater Treatment Facility** as herein set forth during the 2006 mowing season between April 17, 2006 and November 3, 2006.
2. The agreement may, by mutual consent, be renewed for two (2) additional one (1) year terms at the prices indicated below.
3. Turf areas requiring mowing, fertilizing, and chemical applications include a collective area of various locations within the treatment facility. (Refer to area map attached to this agreement).
 - 3.1 Estimated square footage of the Northeast Facility - 300,000.
4. Work shall involve approximately 29 (weekly) mowings during the term of this agreement.
 - 4.1 All work shall be coordinated with the Facility Maintenance Supervisor or his designated representative.
 - 4.2 The period of time between mowings is intended to be weekly, but may vary during the mowing season due to weather conditions.
 - 4.2.1 Contractor shall contact the Facility Maintenance Supervisor for mowing schedule adjustments during extended periods of inclement weather.
 - 4.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm, during a two (2) consecutive day period.
 - 4.4 Weekly mowings shall be coordinated so that turf height does not exceed 5 inches.
 - 4.5 Mowing height guidelines are as follows:
 - 4.5.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches.
 - 4.5.2 Summer (July/August) season - 4 inches.
 - 4.6 All obstacles shall be string trimmed on the same day that mowing is performed.
 - 4.6.1 String Trimmed areas shall not exceed the established mowing height.
 - 4.6.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and treatment facility structures.
 - 4.6.3 Contractor shall take caution as not to damage the trunks of trees.
 - 4.7 Grass clippings shall be collected and disposed of on site.
 - 4.7.1 Grass clippings can at times be mulched and evenly dispersed upon prior approval by the Facility Maintenance Supervisor, otherwise clippings are to

be collected and removed from the facility.

- 4.7.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.

5. Equipment used in the performance of this Agreement shall be furnished by the Contractor.

- 5.1 The following is a list of the Contractor's equipment to be utilized.

5.1.1 Mowers: _____

5.1.2 Trimmers: _____

5.1.3 Collection Equipment: _____

5.1.4 Transport Equipment: _____

- 5.2 All equipment must be well maintained and in a good safe operating condition.

- 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.

6. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.

7. Turf maintenance services shall be performed at the following rates for the term of the agreement.

7.1 Total Per Mowing \$ 210.00 / Total For 29 Mowings \$ 6,090.00 (2006)

7.2 Total Per Rough Area Mowing \$ 465.00 / Total for 29 Mowings
\$ 13,020.00 (2006)

- 7.3 Contractor shall submit to the facility Assistant Superintendent of Maintenance monthly invoices itemizing the services invoiced.

8. The Contractor is an independent contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.

9. Contractor shall provide general liability insurance in the amounts of \$2,000,000 combined single limit for property damage and personal injury.

- 9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.

- 9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this Agreement.

- 9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.

- 9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.

10. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

- 10.1 Contractor shall comply with the provisions of chapter 11.08 of the Lincoln Municipal Code.

11. This Agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this 16th day of May 2006.

ATTEST:

Teresa J. Meier
City Clerk



City of Lincoln, Nebraska

Celestine J. Seng
Mayor

CONTRACTOR

Lee's Lawn Maintenance
Company Name

11805 No. 14th
Street Address / P.O. Box

Raymond NE 68428
City State Zip Code

Daniel Hansen
By: Authorized Signature

Daniel Hansen Owner
Print Name Title

**Proposal For
Specification No. 06-078**

**Bid Opening Time: 12:00 Noon
Bid Opening Date: March 15, 2006**

The under signed bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which includes Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the proposal, agrees to sell to the City the below listed items for the performance of this specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers 06 through 078 are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in this request. All addenda shall become part of the final contract document.

TURF MAINTENANCE FOR THERESA STREET WASTEWATER TREATMENT FACILITY

Total Per Mowing \$ 425.00 / Total For 29 Mowings \$ 12,325.00 (2006)

Total Per Mowing \$ 435.00 / Total For 29 Mowings \$ 12,615.00 (2007)

Total Per Mowing \$ 445.00 / Total For 29 Mowings \$ 12,905.00 (2008)

Total Per Rough Area Mowing \$ 365.00 / Total for 29 Mowings \$ 10,585.00 (2006)

TURF MAINTENANCE FOR NORTHEAST WASTEWATER TREATMENT FACILITY

Total Per Mowing \$ 210.00 / Total For 29 Mowings \$ 6,090.00 (2006)

Total Per Mowing \$ 215.00 / Total For 29 Mowings \$ 6,235.00 (2007)

Total Per Mowing \$ 225.00 / Total For 29 Mowings \$ 6,525.00 (2008)

Total Per Rough Area Mowing \$ 465.00 / Total for 28 Mowings \$ 13,020.00 (2006)

Original

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative action policy (Contract Compliance, Sec. 1.16). The equal opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of the successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-078**

Lee's Lawn Maintenance
COMPANY NAME

11805 N 14th
STREET ADDRESS or P.O. BOX

Raymond NE 68428

CITY, STATE ZIP CODE

402-430-7935

TELEPHONE

E-MAIL ADDRESS

Billed every 30 days
TERMS OF PAYMENT

Darrel Hauser
BY (Signature)

Darrel Hauser
(Print Name)

Owner

(Title)

3-15-06

(Date)

2 days per each location
ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and reviewed by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov
Keyword: Bid

The Intent to Award will be listed on the website when a recommendation is received from the Department.